

**2004**  
**Personal Services Consultant Agreement**  
**Negotiated Hourly Rate**  
**Clinic Instructor for Aviation**  
**Agreement Number**

Does this Require OFM filing? ☐ Yes ☐ No

Name and Address:	
Federal Employer Identification Number:	Unified Business Identifier (UBI) Number:
Completion Date:	Execution Date:
Federal Aid Number:	1099 Form Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Project title and description of work:	
DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No  MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No  WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	Total Amount Authorized   Management Reserve Fund   Maximum Amount Payable

The Washington State Department of Transportation (WSDOT), herewith referred to as the “STATE”, and individual/firm listed above, herewith referred to as the “CONSULTANT”, are equally interested in providing safe and meaningful air search crewmember instruction to accomplish the goals of the Search and Rescue (SAR) program, in support of the National SAR Plan, the State and Regional Disaster Airlift (SARDA) Plan, and Flight Safety Clinics. The CONSULTANT, an experienced Search and Rescue volunteer, well qualified to mentor new aircrew and staff volunteers, has offered to train at Search and Rescue and Flight Safety Clinics and at practice missions. The STATE, in order to offset the personal expenses incurred, has entered in to AGREEMENT with the CONSULTANT to reimburse fuel, oil, lodging, and meal expenses while participating at the aforementioned training activity. The CONSULTANT will provide clear and accurate receipts, attached to the prescribed voucher format provided by the STATE. All voucher claims will be submitted within thirty (30) days of the activity. Late vouchers may result in forfeiture of claims.

In order to provide this service to the public it is agreed that:

1. The CONSULTANT agrees to perform duties as defined by the STATE at training clinics and missions sponsored by the STATE in an unpaid volunteer status.
2. The CONSULTANT shall not receive funds or reimbursement from the students nor from any other government agency for the period involved.
3. The CONSULTANT shall defend, protect, and hold harmless the STATE, and all employees of the same, from and against all claims, suits, actions, demands, losses, and damages which result in injury of property damage arising out of the performance of this AGREEMENT.
4. The term of this AGREEMENT shall be effective for a period of no more than twenty-four (24) months, as indicated in the heading of this AGREEMENT. Either party may terminate this AGREEMENT with twenty (20) days notice in writing. Either party may not terminate the AGREEMENT during the execution period of a training event.
5. For service as a CONSULTANT, the CONSULTANT will be compensated for expenses incurred to include meals, lodging, fuel, and oil. Expenses may only be incurred during the training activity, which shall include the day prior and the day following, in order to allow for adequate travel time and crew rest. In the event of inclement travel weather, maintenance problems, or rescheduled events, the STATE will allow for prudent extension to the claims period. Telecommunications expenses may also be claimed, as they pertain directly to the operation of the training activity and documented receipts are submitted.
6. Reimbursement for fuel and oil will be based on receipts and audited to reflect prudent travel time and distance. Vehicle and aircraft operations to and from the activity site shall be based on the safest and shortest route, with safety having priority. Aircraft fuel at the activity shall be purchased and provided via the STATE sponsor on site. In the absence of the STATE sponsor, the CONSULTANT will coordinate with the STATE for refueling procedures. Under no circumstance will flight safety be compromised.
7. Personal expense reimbursement shall not exceed standard State travel allowances, or standard State per diem rates. Maximum allowed for any training activity will be one thousand dollars (\$1000.00) per individual, based on a standard three-day event.
8. In addition to submitting an invoice for reimbursement to WSDOT for services, all CONSULTANTS are required to manually input invoice data for the Prime CONSULTANT and all sub-consultants on a monthly basis into WSDOT's web based invoice-tracking system. A link to this system can be found at WSDOT's Consultant Services web site: <http://www.wsdot.wa.gov/consulting>.
9. The CONSULTANT shall be qualified, certified, and registered in compliance with instructions listed under WAC 468-200.

Signatures by parties involved indicate complete understanding of the conditions set forth, and are entered into willingly.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

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Signature

Date

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

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Signature

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

## **Title VI Assurances**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the STATE, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’S non-compliance with the non-discrimination provisions of this AGREEMENT, the STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the STATE enter into such litigation to protect the interests of the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

## Certification of Consultant

I hereby certify that I am the \_\_\_\_\_  
and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that  
neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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Signature

Date

## Certification of Washington State Department of Transportation

I hereby certify that I am the:

☐ Director of the Consultant Service Program

☐ Other

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of the Department of Transportation of the State of Washington, and \_\_\_\_\_ or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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Signature

Date

## **Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions**

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

Date